

## **The complaint**

Mrs B has complained about the way in which British Gas insurance Limited (BG) handled a repair that she asked for when her expansion tank came off the wall where BG had originally fixed it.

## **What happened**

In May 2016, BG replaced Mrs B's hot water cylinder and fitted a fixture above it to site the expansion vessel. Mrs B contacted BG on 30 March 2020 to report that the expansion vessel had now come off the wall and was resting on top of the cylinder.

BG wasn't able to come to deal with this immediately as Covid-19 restrictions were then in place and it was only handling emergencies.

Mrs B contacted BG again on 22 May after restrictions had been eased. On 29 May Mrs B was contacted by BG's agents who advised that a plumber was available that day to repair the hot water cylinder. When it was explained that the problem wasn't with the cylinder but with the expansion vessel that needed to be re-attached to the wall, Mrs B was told that she needed a joiner rather than a plumber. So nobody attended on that date.

On 1 June Mr B contacted BG and sent a text message with photos asking for assistance. He didn't receive any reply from BG. On 9 June, Mr B emailed BG customer services. He didn't receive any response.

On 22 June Mrs B wrote to BG with a complaint about the inappropriate initial response of the offer of a plumber when a joiner or heating engineer was more appropriate, and the lack of response to Mr B's text and email messages.

On 7 July Mr and Mrs B received a phone call from BG to say that it was arranging for a heating engineer to visit on 14 July to re-install the expansion vessel and to undertake the boiler's annual service. The engineer who attended failed in a first attempt to reposition the expansion vessel. He succeeded with a second attempt, but which left the vessel a few degrees from the horizontal.

On 17 July, BG wrote to Mr and Mrs B. It said it hadn't been able to find any correspondence from Mr and Mrs B since 22 May. It said that the fixture used to site the expansion vessel isn't something that's covered by their HomeCare policy, but that BG agreed to undertake the job in the interests of good customer relations. It confirmed the siting of the expansion vessel was not inherently dangerous and that because of the limited length of the pipework linking the vessel with the hot water cylinder, it couldn't travel far if it fell, and so would be unlikely to dislodge the pipework which might result in a leak.

It said it didn't agree with Mr B's assessment that the fixture upon which the vessel rested was poorly fitted by BG's engineer in 2014. The four years that had elapsed were beyond any sort of workmanship guarantee that BG provided under its policy. It was at a loss to explain why it came away from the wall "aside from the possibility that excess weight was

applied to the fixture, which when combined with weight of the vessel later caused it and the fixture to fall, we are at a loss to explain why this incident occurred.”

BG accepted its error in initially arranging for a plumbing repair instead of a central heating repair, as expansion vessels are covered under central heating cover rather than boiler cover. It apologised for this error and the delay this caused to the vessel being re-fitted to the wall.

Mr and Mrs B appear to be particularly upset by what they consider to be an insinuation by BG that they applied pressure to the expansion vessel which caused it to come away from the wall and have asked BG to withdraw this inference in writing. They also want BG to admit that the initial fixing of the vessel in 2016 was substandard, and they now want it re-affixed to the wall using a wooden batten to prevent the plasterboard from cracking.

Mrs B wasn't satisfied with BG's response to her complaint so brought it to this service. Our investigator's view was that he didn't consider that BG's response to her complaint was unfair or unreasonable.

BG has subsequently offered Mrs B £25 compensation as a goodwill gesture.

Mrs B isn't satisfied with our investigator's view or the offer of £25 compensation and has asked that her complaint be considered by an ombudsman. It's therefore been passed to me to make a final decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I'm going to uphold Mr and Mrs B's complaint but in one respect only.

Mr and Mrs B are upset and offended by what they consider to be an insinuation by BG that they applied weight to the expansion vessel, thereby causing it to become detached from its fixing. They say they considered this “to be deeply insulting and distressing”.

I don't consider this to be a reasonable interpretation by Mr and Mrs B of what BG said in its letter of 17 July 2020. There's no suggestion in my view that this was aimed directly at Mr and Mrs B. There's no reason at all why they should do any such thing, so any such insinuation is in my view without foundation. It could equally have referred to any of the BG engineers who had worked on Mr and Mrs B's boiler or hot water system in the four years since the new hot water tank was installed which might have weakened its fixing.

As our investigator correctly stated, we would rarely ask a business to make an apology or a retraction or require it to acknowledge that it was at fault. Nor can we impose a financial penalty on a business. But we can require a business to pay compensation if we consider that it has acted unfairly or unreasonably which has caused loss or upset to a customer.

Because I don't consider that Mrs B's complaint about an insinuation by BG is reasonable, I don't consider that this aspect of Mrs B's complaint merits compensation.

Nor do I consider Mr and Mrs B's complaint about workmanship when the expansion vessel was installed in 2016 to be reasonable. If there had been poor workmanship when it was fitted, I don't consider it would've remained in place for four years before coming away from the wall. In any event, Mr and Mrs B's policy states:

*“We guarantee to **repair or replace** any faulty parts we’ve supplied, or fix any faulty work that we’ve done for twelve months from the date that we did the work.” (my emphasis underlined)*

There was therefore no obligation on BG to undertake this work under the policy but it did so without charge as a gesture of goodwill. The work that Mrs B is requesting it to now do is not work that is covered by her policy. I’m therefore not finding that BG is at fault here.

But I do accept that after BG’s engineer had succeeded in re-fixing the expansion vessel at a second attempt, Mr and Mrs B were left with a crack in the plasterboard, two metal rawlplug type fixings visible, and the vessel at a slight angle. As there’s no suggestion that the expansion vessel isn’t now firmly re-attached to the wall, I consider that Mrs B’s complaint is about cosmetic damage inside a cupboard.

BG has offered Mrs B £25 compensation. I don’t consider that this is an unreasonable sum towards such a repair if Mrs B wishes to have it repaired by a third party.

Our investigator correctly advised Mrs B that we’re unable to look at complaints relating to how a complaint is handled as that isn’t a regulated activity and is therefore beyond the powers of this service.

### **My final decision**

For the reasons I’ve given above I’m upholding Mrs B’s complaint, and I require BG to pay her the £25 compensation it has offered.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mrs B to accept or reject my decision before 15 March 2021.

Nigel Bremner  
**Ombudsman**